

# Terms and Conditions

## 1 GENERAL PROVISIONS

- 1.1.1 Pigion.AI B.V. a private limited company incorporated under the laws of the Netherlands (**Pigion** or **we**), offers an AI-driven software tool that automates email management, meeting preparation, and workflow organization (the **Service**).
- 1.1.2 These Terms and Conditions (the **Terms**) govern the relationship between Pigion, and the customer hereinafter referred to as **Customer** or **you**. These Terms apply to all access to and use of the Services by you. By creating an account, subscribing to a Plan, executing an Order Form, or using the Service, you agree to be bound by these Terms. The Agreement is formed when (a) you complete the subscription process and we confirm your subscription, or (b) both Parties execute an Order Form, whichever applies.
- 1.1.3 Any terms and conditions of Customer are hereby expressly rejected and shall not apply unless expressly agreed in writing and signed by an authorized representative of Pigion.
- 1.1.4 In the event of any conflict or inconsistency between (a) these Terms, (b) the DPA, (c) any Order Form, (d) the Pricing Page, and (e) any other documentation, descriptions, or materials provided by Pigion, the following order of precedence applies:
- (i) with respect to Plan, features, usage limits, fees, renewal cycles and overage pricing, the applicable Order Form prevails, or in the absence of an Order Form, the Pricing Page prevails;
  - (ii) with respect to the processing of personal data, the DPA prevails; and
  - (iii) for all other matters, these Terms prevail unless expressly stated otherwise.
- 1.1.5 We may amend these Terms from time to time at our sole discretion to reflect changes in the Service, legal or regulatory requirements, or business practices.
- 1.1.6 We will notify you of any material changes at least fifteen (15) days in advance through the Service, email or other reasonable means. Continued use of the Service after the effective date constitutes acceptance of the updated Terms. If you do not agree to the updated Terms, you may terminate your subscription by written notice within fifteen (15) days of receiving notice of the changes, in which case the previous version of the Terms shall continue to apply until the effective date of termination.

## 2 DEFINITIONS

Unless the context requires otherwise, capitalized terms and expressions are defined terms and expressions which will have the meaning as set out in **Schedule 1**.

## 3 SERVICES AND ACCESS

### 3.1 License

- 3.1.1 Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable right to access the use the Service in accordance with the Plan you selected.

3.1.2 We retain ownership of all right, title, and interest in and to the IP Rights pertaining to our Service, all related and underlying technology and any updates, improvements, enhancements, upgrades, modifications, patches, workarounds, and fixes thereto and all derivative works of or modifications to any of the foregoing. The use of the Service will not in whatever form result in any transfer of IP Rights from Pigion to you.

## **3.2 The Service**

3.2.1 The Service includes:

- (i) access to the tool;
- (ii) use of the functionalities included within your Plan;
- (iii) onboarding guides and documentation made available through the Service; and
- (iv) any other functionalities or modules made available by us from time to time.

3.2.2 We may modify, enhance or update the Service at any time.

## **3.3 Service Availability and Changes**

3.3.1 We shall use commercially reasonable efforts to make the Service available during the Subscription Term. The Service is provided on a best-efforts basis and no uptime guarantee or service level commitment applies, unless expressly agreed in writing in a separate service level agreement.

3.3.2 We may perform scheduled maintenance or updates that may temporarily affect availability of the Service. Where reasonably practicable, we will provide advance notice of scheduled maintenance that is expected to have a material impact on availability. Emergency maintenance may be performed without prior notice where necessary to protect the security, integrity, or operation of the Service.

3.3.3 We may modify, update, enhance, or discontinue features or functionality of the Service from time to time. We will not make changes that materially reduce the core functionality of the Service during your current Subscription Term, provided that this does not restrict our ability to discontinue features that are not included in your Plan entitlements. If a change materially reduces such core functionality, you may terminate the affected subscription by written notice within thirty (30) days after the change.

## **3.4 Third-party Services<sup>1</sup>**

3.4.1 The Service may enable or require you to use Third-Party Services (such as identity providers, data sources, or AI models). Use of Third-Party Services may be subject to separate terms and conditions between you and such third parties.

3.4.2 We do not control and are not responsible for Third-Party Services. We provide integrations “as-is” and make no representations or warranties about the operation or security of Third-Party Services. Your use of Third-Party Services is at your own risk.

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<sup>1</sup> **Note to draft:** to be determined whether this is applicable.

- 3.4.3 If you enable a Third-Party Service, you authorize us to share Customer Content and account data with the relevant third party as necessary to facilitate the integration. We are not responsible for how third parties handle such data, which is governed by their own privacy policies and agreements with you.

#### 4 DATA PROTECTION

- 4.1.1 Each Party shall comply with its respective obligations under applicable data protection laws, including the GDPR, in connection with any processing of personal data under or in connection with these Terms. To the extent we process personal data on your behalf in the provision of the Service, such processing shall be governed by a separate data processing agreement between the Parties, which is incorporated by reference into these Terms. In the event of any conflict between these Terms and the DPA with respect to the processing of personal data, the DPA shall prevail.

#### 5 SUBSCRIPTION, PRICING AND USE<sup>2</sup>

- 5.1.1 To access and use the Service, you must create an account by providing accurate and complete registration information as requested during the sign-up process. You represent and warrant that you have the authority to bind the entity on whose behalf you are subscribing, or if subscribing as an individual, that you are of legal age to enter into binding agreements. If you lack the authority to bind the entity on whose behalf you purport to subscribe, you shall be personally liable for all obligations under these Terms, and we reserve the right to terminate the Agreement with immediate effect.
- 5.1.2 During the subscription process, you will select a Plan. The current Plans, their features, usage limits, and pricing are described on our pricing or plans page (the **Pricing Page**), as updated by us from time to time. Alternatively, if you enter into an Order Form with us, the Plan, Fees, Subscription Term, and other commercial terms shall be as specified in such Order Form. The version of the Pricing Page in effect at the time of your subscription confirmation shall govern your Subscription Term, unless you expressly agree to subsequent changes or your subscription renews in accordance with Clause 5.1.4. Upon completing the subscription process (including providing valid payment information, if applicable) or upon execution of an Order Form, we will send you a confirmation of your subscription, which will specify the selected Plan, applicable Fees, billing cycle, and the commencement date of your Subscription Term.
- 5.1.3 The Agreement is formed upon our confirmation of your subscription or, where applicable, upon execution of an Order Form by both Parties. Your Subscription Term commences on the date specified in the confirmation and continues for the initial period corresponding to your selected billing cycle (monthly or annually), unless terminated earlier in accordance with these Terms. We will provide confirmation of your subscription via email to the address associated with your account. You are advised to retain this confirmation for your records.
- 5.1.4 Unless you cancel your subscription prior to the end of the then-current billing period in accordance with Clause 8.2.1, your subscription will automatically renew for successive periods of the same duration as the initial billing cycle, at the Fees applicable to your Plan at the time of renewal, unless otherwise specified in an Order Form. We will notify you of any Fee increases at least thirty (30) days prior to the renewal date. If you do not wish to accept

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<sup>2</sup> **Note to draft:** tbd whether you provide a trial period or not.

the increased Fees, you may cancel your subscription prior to the renewal date in accordance with Clause 8.2.1.

5.1.5 Each Plan provides a defined set of entitlements. Plan entitlements relate to functional access rights and do not guarantee continued availability of any particular feature unless expressly stated otherwise. The exact details, quantities, usage allowances, and limitations for each Plan are as set out on the Pricing Page. Any high-level descriptions of Plans in these Terms or in a schedule are for convenience only.

5.1.6 We may modify the structure, features, and pricing of Plans from time to time by updating the Pricing Page. If you do not agree with such changes, you shall have the right to terminate your subscription in accordance with Clause 9.1.5. For the avoidance of doubt, the right to terminate under this Clause 5.1.6 applies to any material changes to Plan structure, features, or pricing, and not solely to Fee changes.

5.1.7 For the avoidance of doubt, the Pricing Page is incorporated by reference into these Terms for the purpose of describing Plan entitlements, usage limits, and applicable fees. Changes to the Pricing Page reflect updates to the commercially available Plans and do not constitute amendments to these Terms.

## **5.2 Monitoring**

5.2.1 We may monitor your use of the Service (including the number and type of Users, Customer Content, Customer Content processing instances, and similar metrics) in order to:

- (i) verify compliance with these Terms and your Plan entitlements; and
- (ii) calculate any usage-based or overage fees in accordance with the Pricing Page.

5.2.2 If we reasonably determine that your actual usage exceeds the entitlements of your current Plan, we may:

- (i) invoice you for additional usage in accordance with Clause 9.2 at the applicable overage or usage-based rates, which shall be (a) the rates shown on the Pricing Page for your current Plan, or (b) if we have agreed to another pricing arrangement, the overage or usage-based rates applicable to that arrangement;
- (ii) require you to upgrade to a more suitable Plan; and/or
- (iii) restrict or suspend features or usage that exceed your Plan until you have adjusted your usage or upgraded.

## **5.3 Upgrades and downgrades**

5.3.1 You may upgrade or downgrade your Plan as permitted by the Service.

5.3.2 If you upgrade, the upgrade may take effect immediately or at the next billing period, as indicated in the Service. Any additional fees will be charged in accordance with the Pricing Page, and may be prorated for the then-current billing period.

5.3.3 If you downgrade, the downgrade will generally take effect at the start of your next billing period, unless we specify otherwise. You are responsible for ensuring that your usage (including the number of Users and Customer Content) falls within the limits of the downgraded

Plan; we may remove or disable excess Users, features, or data, or restrict access to them, as necessary to enforce Plan limits.

## **6 CUSTOMER CONTENT**

### **6.1 Ownership of Customer Content**

6.1.1 You own all right, title and interest in and to Customer Content, regardless of whether such Customer Content was created manually, or by using the Service. We make no claim of ownership over Customer Content, except for the limited licenses granted in this Clause.

6.1.2 You are solely responsible for the legality, accuracy, completeness, compliance and appropriateness of such Customer Content. You acknowledge and agree that you remain solely responsible for the use of the Service, including any AI-generated outputs, and Pigion does not accept any liability for any breach of any (confidentiality) obligations by you or for any decisions, actions, or omissions made in reliance on AI-generated Customer Content. You and Users remain solely responsible for reviewing and verifying the AI generated Customer Content before relying on it.

6.1.3 Notwithstanding anything to the contrary, any Customer Content or request for services provided under these Terms, shall not restrict us from developing any such content or services independently, including the development of any related or similar content or services, provided that at no time we shall use any Customer Content for the development of such services, except as permitted under Clause 6.3.

### **6.2 Restrictions**

6.2.1 You will not provide Customer Content to Pigion or use the Services in connection with Customer Content that (as determined by us, in our sole discretion):

- (i) is inaccurate, infringing, illegal, or likely to cause harm to any individuals;
- (ii) contains a bug, virus or other similar attribute or code that may infect, disable or otherwise impair Pigion's systems, software, and Services; or
- (iii) may otherwise infringe or violate the rights of a third party.

6.2.2 We reserve the right to remove or have removed any such restricted Customer Content.

### **6.3 License to Customer Content**

6.3.1 You grant us a worldwide, non-exclusive, royalty-free license to host, store, transmit, display, process and otherwise use Customer Content solely as necessary to:

- (i) provide and maintain the Service;
- (ii) ensure security, integrity, and availability;
- (iii) provide support;
- (iv) create backups and logs; and
- (v) comply with applicable law.

- 6.3.2 You also grant us a non-exclusive, non-transferable, non-sublicensable, and revocable license to access Customer Content with the aim of performing benchmarking activities to evaluate and enhance the Services provided by us. We may conduct comparative analyses, statistical evaluations, and other benchmarking activities, provided that (a) any data used in these activities is aggregated and anonymized, ensuring that Customer Content is not identifiable and cannot be traced back to you, and (b) the insights derived from these activities are used exclusively for Pigion's internal research and development purposes to improve the Services.
- 6.3.3 Pigion will not disclose Customer Content reviewed under Clause 6 to third parties and will not use such content to train general-purpose AI models, except as permitted under Clause 6 and nothing in this Clause 6.3.3 limits the rights granted under Clauses 6.
- 6.3.4 Any changes, edits, or modifications made by the Customer to (AI-generated) Customer Content may be used by Pigion as feedback to train and improve the Service, provided such feedback is aggregated and anonymized to ensure it cannot be traced back to the Customer or any User. Such feedback will be treated as Customer Content.

## **7 CUSTOMER RESPONSIBILITIES AND RESTRICTIONS**

### **7.1 User accounts**

- 7.1.1 A user account is necessary to access and use the Services (**User Account**). You acknowledge that the right to create and use User Accounts are granted solely in accordance with the Plan purchased. Each User Account is personal to one individual, and you shall ensure that only authorized individuals create or use User Accounts under your Subscription.
- 7.1.2 You must protect the confidentiality of these passwords and login credentials. It is strictly prohibited to share User Accounts with anyone else or otherwise provide third parties with access to the Services. You will promptly notify us if you suspect or know of any fraudulent activity with your accounts, passwords, or credentials, or if they become compromised.

### **7.2 Acceptable Use**

- 7.2.1 You shall use the Service in a fair and responsible manner, consistent with their intended purpose and in accordance with any usage limits defined in your Plan. You are responsible for maintaining the necessary infrastructure, including hardware, software, and internet connectivity needed to connect to, access or otherwise use the Services. We assume no responsibility for the reliability or performance of connections described in this Clause 7.2.1.
- 7.2.2 You will provide timely cooperation, accurate information, and necessary access to resources as reasonably required for Pigion to deliver the Services effectively.
- 7.2.3 Furthermore, you shall:
- (i) ensure that all Users comply with these Terms, including, without limitation: (a) using the Service solely for authorized business purposes as permitted by these Terms (b) using the Service in accordance with applicable laws and regulations;
  - (ii) provide accurate and complete information when uploading documents or configuring integrations;
  - (iii) review and approve all work instructions before use; and

- (iv) maintain the confidentiality of user credentials and notify us immediately of any unauthorized access.

7.2.4 You will not:

- (i) sell, lease, license, sublicense, or otherwise make available the Services to any third party;
- (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the Service;
- (iii) modify, translate, or create derivative works based on the Service;
- (iv) use the Service in violation of any applicable laws, regulations, and rights;
- (v) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, including, without limitation, by introducing viruses and other harmful code or by using flood pings, denial-of-service attacks, or similar methods or technology;
- (vi) use the Service to build or support and/or assist a third party in building or supporting products or services competitive to the Service;
- (vii) bypass any login environment; or
- (viii) test the vulnerability of the Service or security measures.

7.2.5 We may monitor usage for compliance with these Terms. Where we reasonably determine that Customer Content or use of the Services violates this clause, infringes third-party rights, or poses a security or legal risk, we may remove the relevant content or throttle, suspend, or restrict access to the Services. Where practicable, we will provide notice and an opportunity to cure before taking such measures.

## **8 SUSPENSION AND TERMINATION**

### **8.1 Suspension**

8.1.1 We may suspend your access to the Service (in whole or in part) if:

- (i) you fail to pay any Fees within thirty (30) days of the due date;
- (ii) we reasonably believe that your use of the Service poses a security risk, may cause harm to the Service or third parties, or may subject us or any third party to liability;
- (iii) we reasonably suspect unlawful use or other misuse of the Service;
- (iv) a violation of Clause 7.2 of these Terms; or
- (v) you materially breach these Terms and fail to cure the breach within a reasonable period after written notice (where curable).

8.1.2 We will notify you of the suspension and the reasons, to the extent legally permitted.

### **8.2 Termination**

8.2.1 You may terminate your subscription at the end of any billing period by following the cancellation process within the Service or by notifying us in writing in accordance with any

notice period specified in your Plan or Order Form, as applicable. Termination does not entitle you to a refund of Fees already paid, except where required by applicable law.

8.2.2 We may terminate your subscription for convenience with at least thirty (30) days' prior written notice, effective at the end of your current billing period (except for free Plans, which we may terminate at any time), or immediately upon written notice if you Materially Breach these Terms and the Material Breach is not cured within thirty (30) days of notice (or immediately if the breach is not curable).

8.2.3 Both Parties waive the right, if any, to annul, rescind or dissolve (*ontbinden*) or cancel these Terms in whole or in part, or to request annulment on the basis of articles 6:228 or 6:265 of the Dutch Civil Code.

### 8.3 Effect of Termination

8.3.1 Upon termination or expiration of your Subscription Term, your right to access and use the Service will cease, we may disable User Accounts and you must cease all use of the Service.

8.3.2 For a limited period after termination, we may provide you with the opportunity to export certain Customer Content from the Service, subject to technical feasibility. After that period, we may delete or anonymize Customer Content in accordance with our data retention practices.

8.3.3 The provisions of this Clause, Clauses 3.1 (*License*), 8.4 (*Switching & Data Portability*), Clauses 9 (*Fees and Payment*), 10 (*Disclaimers and Warranties*), 11 (*Limitation of Liability and Indemnification*), 12 (*Confidentiality*), 13 (*Governing Law and Jurisdiction*), and 14 (*Miscellaneous*), and other provisions which by their nature or expressed intent are intended to survive termination, shall remain in full force and effect will survive the expiration or termination of the Agreement. Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities.

### 8.4 Switching & Data Portability

8.4.1 We shall not impose pre-commercial, commercial, technical, contractual or organizational obstacles that prevent or hinder (a) termination after the maximum notice and successful completion of switching, (b) concluding a new contract with another provider of the same service type or moving on-prem, (c) the porting of your exportable data and Customer-controlled digital assets, or (d) achieving functional equivalence for shared features, in each case as required by the EU Data Act.

8.4.2 You may switch to another service or an internally hosted service, or require the removal of all your data, by giving us at least ninety (90) days prior written notice (a **Switching Notice**). These Terms will terminate on the day the transitional period ends as set out below in clause 8.4.6, even if that date falls before the end of a fixed Subscription Term. If the effective date of switching occurs prior to the expiry of a fixed Subscription Term, Customer shall remain liable for Fees accrued up to the effective date of termination. No Fees for the period following the effective date shall become due solely as a result of the switching. Any charges directly related to the switching process shall be limited to objectively justified and documented switching costs permitted under applicable law. For the avoidance of doubt, the Switching Notice period under this Clause 8.4.2 operates independently of any termination notice under Clause 8.2, and a Switching Notice does not constitute a termination notice unless expressly stated otherwise.

- 8.4.3 If the Agreement ends (for any reason) before you have given a Switching Notice, you may submit a Switching Notice within thirty (30) days after the end of the Agreement, in which case the transitional period will commence immediately upon our receipt of the Switching Notice, and the Agreement shall be considered to have re-entered into force for the duration of transitional period only, and only for such Services as had not yet been discontinued and the Services set out in Clause 8.4.4 and 8.4.5. If no Switching Notice is submitted within the thirty (30) days' timeframe, all our obligations under this Clause 8.4 will lapse. We may in that case, at our sole discretion and upon your request, choose to still perform the obligations set out in this Clause 8.4.
- 8.4.4 Within a reasonable time after receiving a Switching Notice, we shall provide reasonable cooperation and assistance to facilitate an orderly transition of the Services to you or a new service (**Exit Services**), including in any case, to the extent the your data is stored within a database that is part of the Service, other than temporarily for the purpose of transit or computation: providing a final extract of all your data in a standard, portable format.
- 8.4.5 We will provide such other Exit Services as are reasonably necessary and within our power to enable Customer to switch; however, this does not require us to:
- (i) create or maintain new technologies or services, nor to transform or convert any data provided into an open data format into other formats.
  - (ii) disclose or transfer any digital assets protected by IP Rights or that constitute a trade secret, nor to compromise the integrity or security of your or our Services or systems.
- 8.4.6 The transitional period will not extend beyond thirty (30) days from the end of the applicable notice period (or, if termination takes immediate effect, from the termination date), unless (a) within fourteen (14) days of the Switching Notice, we reasonably notify you that a longer period is strictly necessary for technical reasons – in which case the transitional period shall be limited to the shortest technically feasible period and in no event exceed seven (7) months; or (b) you request a one-time extension to the extent strictly necessary to ensure continuity of service during switching.
- 8.4.7 During the transitional period, we will (a) provide reasonable assistance to you and your nominated third parties; (b) maintain Service continuity and continue contracted functions; (c) inform you of known continuity risks; and (d) maintain a high level of security during transfer and throughout the retrieval period.
- 8.4.8 You may retrieve your data for up to thirty (30) days after the end of the transitional period. If no transitional period runs, the 30-day retrieval window starts on the termination date. We will erase your materials from active systems the day immediately after the retrieval period ends. Residual encrypted backups are automatically overwritten within thirty (30) days.
- 8.4.9 Pigion and Customer shall agree the reasonable Fees for Exit Services. We, acting reasonably, may require up to 50% of the Fees for Exit Services be paid in advance, the remainder shall be invoiced monthly in arrears.
- 8.4.10 Clause 8.4.9 notwithstanding, to the extent these Terms have been terminated for cause for a reason attributable to you, we may at our discretion require complete payment for the Exit Services be made in advance, including the payment in advance of a provisional budget for excess work, to be refunded if not utilized.

- 8.4.11 Switching costs will decrease and be withdrawn in line with Article 29 of Regulation (EU) 2023/2854; no switching costs shall apply from 12 January 2027.
- 8.4.12 We maintain an online register describing exportable data categories, structures, formats and relevant standards/open interoperability specifications; you can access this register at any time.

## **9 FEES AND PAYMENT**

### **9.1 Fees and payment**

- 9.1.1 You agree to pay all applicable Fees for the chosen Plan described in these Terms or on the Pricing Page.
- 9.1.2 Unless otherwise agreed in writing, Fees are billed in advance for each billing period (monthly or annually, as applicable) and you authorize us (or our payment provider) to charge your designated payment method for all Fees. You must ensure that your payment details are current and valid.
- 9.1.3 If you fail to pay in the specified period, you are in default, without notice being required, and statutory interest (*wettelijke handelsrente*) shall be applicable and accrue. We have the right to suspend the Services until payment is received, which suspension shall be deemed proportionate.
- 9.1.4 You may not set off amounts you would be owed by us for any reason whatsoever against an outstanding invoice.
- 9.1.5 We may modify the Fees or pricing structure for any Plan by updating the Pricing Page. Any such changes shall take effect at the start of your next billing period following the update. We will provide you with reasonable prior notice of any material changes to Fees applicable to your current Plan. If you do not agree with such changes, you may terminate your subscription in accordance with Clause 8.2.1.

### **9.2 Overages and excessive use**

- 9.2.1 If your usage exceeds the limits of your Plan or Clause 6.2 (Acceptable Use), we may:
- (i) charge additional fees at the overage rates specified on the Pricing Page; and/or
  - (ii) require you to upgrade to a higher Plan;
  - (iii) and you agree to pay such additional fees.

### **9.3 Taxes**

All Fees are exclusive of, and you are solely responsible for payment of, all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Pigion's net income) arising from the transactions hereunder.

## 10 DISCLAIMERS AND WARRANTIES

- 10.1.1 Except as expressly stated in these Terms, the Service is provided “as is” and “as available”, and Pigion, its affiliates, licensors and suppliers expressly disclaim, to the maximum extent permitted by applicable law, all warranties of any kind, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, or reliability, and any warranties arising from course of dealing, course of performance, or usage of trade. Your use of the Service is at your own risk.
- 10.1.2 The Services may be unavailable from time to time, for example, because we may need to perform updates, fix problems or add features. We will use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, but do not guarantee that the Services will be completely free of problems, malfunctions or errors.
- 10.1.3 You acknowledge and agree that use of the Service may occasionally result in inaccurate, incomplete, or inappropriate information. We do not guarantee the accuracy, reliability, non-infringement of third-party rights, or general suitability of the information, including AI-generated Customer Content, provided through the Service, and you should independently verify any information or content provided through the Service before use.

## 11 LIMITATION OF LIABILITY

### 11.1 Limitation of liability

- 11.1.1 To the maximum extent permitted by applicable law, neither Pigion nor Customer (nor any of its affiliates, agents, licensors or suppliers) will be liable to the other for any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind in connection with these Terms, whether arising out of contract, tort, negligence, strict liability, or any other legal or equitable theory, even if advised of the possibility of such damages, including but not limited to loss of profits, revenue, data, goodwill, or business opportunities.
- 11.1.2 To the maximum extent permitted by applicable law, Pigion, its affiliates, licensors or suppliers will not be liable for any damages arising from:
- (i) the use or content of the Service, such as data loss or loss of data confidentiality, service disruptions, or incompatibility;
  - (ii) any inaccurate, incomplete, or inappropriate Customer Content, including AI-generated Customer Content or other materials;
  - (iii) any reliance on information, or outputs provided through the Service, regardless of their accuracy, reliability, or suitability; or
  - (iv) any other information provided through the Service or the accuracy thereof, except as expressly set forth in these Terms.

These limitations apply even if we have been advised of the possibility of such damages and even if a remedy fails of its essential purpose.

- 11.1.3 Pigion accepts no liability for errors or “hallucinations” in AI-generated instructions, recommendations or responses, including without limitation any outputs generated through

the Service, whether provided automatically or in response to user queries. Pigion's sole obligation is to make commercially reasonable efforts to correct the issue within the Service.

11.1.4 To the maximum extent permitted by applicable law, each party's total aggregate liability arising out of or related to these terms (whether in contract, tort, or otherwise) is limited to the amounts paid or payable by you to us for the service under these terms in the twelve (12) months preceding the event giving rise to the claim.

11.1.5 If you become aware of any event giving rise to Pigion's liability, and in order to be eligible for compensation, you must inform Pigion as soon as possible but no later than sixty (60) days after such facts or circumstances are discovered by you. If notice is given after that period, all your rights to claims and entitlements in that regard lapse.

## 11.2 Indemnification

You shall defend, indemnify, and hold harmless Pigion from and against any third-party claim arising from:

- (i) Customer Content (including AI-generated or modified content);
- (ii) your or your Users' use of the Service in violation of these Terms or applicable law;
- (iii) bodily injury, property damage, or other harm resulting from your use of Customer Content in field operations, except to the extent caused by Pigion's gross negligence or willful misconduct.

11.2.2 Pigion shall defend, indemnify, and hold harmless Customer from and against any third-party claim to the extent arising from Pigion's gross negligence or willful misconduct in the provision of the Service, or from any infringement of a third party's intellectual property rights by the Service itself (excluding any Customer Content or modifications thereto), provided that: (a) Customer promptly notifies Pigion in writing of any such claim; (b) Customer grants Pigion sole control over the defense and settlement of such claim; (c) Customer provides reasonable cooperation and assistance at Pigion's expense; and (d) Customer does not make any admission of liability or agree to any settlement without Pigion's prior written consent. Pigion's obligations under this clause shall not apply to the extent that a claim arises from (i) Customer Content, (ii) modifications to the Service made by or on behalf of Customer, (iii) Customer's combination of the Service with third-party products, services, or data not provided by Pigion, or (iv) Customer's use of the Service in violation of these Terms or applicable law. This clause sets forth Pigion's entire liability and Customer's sole remedy with respect to any claim of intellectual property infringement.

## 12 CONFIDENTIALITY

### 12.1 Confidentiality Obligation

During the Subscription Term and any renewal thereof and for a period of five (5) years after the end of the Subscription Term, the Parties undertake to treat as confidential the Confidential Information of the respective other Party that have been entrusted to it or of which it has become aware in connection with the Agreement, not to share them, to use them exclusively for execution of the Agreement, or in accordance with any license granted under these Subscription Term, and not to exploit them for themselves or others even after the end of the Agreement.

## 12.2 Exclusions

The obligation to keep confidential and not share Confidential Information does not apply to information that:

- (i) is already generally known;
- (ii) was already provided to the Party under the confidentiality obligation before the Subscription Term on a non-confidential basis;
- (iii) was made available to the Party under the confidentiality obligation by third parties on a non-confidential basis, unless this third party in turn violated a confidentiality agreement by sharing the information.

## 12.3 Disclosure of Confidential Information

No confidentiality obligation exists if the Party under a confidentiality obligation is legally obligated to disclose Confidential Information in judicial, official, or other proceedings. If one party believes itself to be obligated in this way, it shall inform the other party in writing in a timely fashion before the disclosure, insofar as this is legally permissible, so the latter can prevent the disclosure through legal steps. In this notification, the obligated Party shall inform the other Party in an appropriate form, for example on the basis of a written report of a legal advisor, what confidential information must be shared. The obligated party shall only disclose the portion of the Confidential Information that must be disclosed.

## 13 GOVERNING LAW AND JURISDICTION

These Terms and any action in relation thereto, shall be governed by the laws of the Netherlands, excluding the Convention on the International Sale of Goods (CISG). All disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

## 14 MISCELLANEOUS

### 14.1 Notice

Notices will be considered properly received: (a) when delivered, if delivered in person or (b) if transmitted by e-mail. Both Pigion and you may update its address for notice by providing written notice to the other party in accordance with this paragraph.

### 14.2 Relationship

Nothing herein will be construed to create the relationship between employer and employee, principal and agent, or of partnership, or joint venture.

### 14.3 Force Majeure

Except for payment obligations, neither Pigion nor you will be liable for any delays or failures to perform to the extent due to a cause beyond such Party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, cybersecurity incidents, telecommunications disruptions, failure of service providers to perform, pandemics or epidemics, quarantines, or other government orders (a **Force Majeure Event**).

#### **14.4 Assignment**

Neither the Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by you, whether voluntarily or by operation of law, without our prior written consent. We may freely assign and transfer the Agreement without consent, in whole or in part, to a successor to substantially all of its business or assets to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

#### **14.5 Severability**

Should any provision of these Terms be held to be void, invalid or inoperative, the remaining provisions of these Terms will not be affected and will continue in effect and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

#### **14.6 Entire Agreement; Amendments; Waivers**

The Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No amendments, modifications or changes will be effective unless they are in a writing signed by authorized representatives of the parties. No waiver of a breach of any provision of these Terms by either Party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

**Schedule 1****DEFINITIONS****1 DEFINITIONS**

The following capitalized terms and expressions in these Terms will have the following meanings:

<b>Agreement</b>	means these Terms, together with your selected Plan as specified on the Pricing Page or in an Order Form (as applicable) and confirmed in your account, any applicable Order Form, and the DPA (if applicable), as may be amended from time to time;
<b>Confidential Information</b>	means any information in any form (written, digital, oral or otherwise, and including any copies) regarding a Party, its affiliates, and its business that is marked as or could reasonably be considered confidential, as well as the negotiations, existence and terms of the Agreement;
<b>Customer</b>	means the entity or individual that has agreed to these Terms and has subscribed to access and use the Service;
<b>Customer Content</b>	means any data, content, materials, documents, or information that you or any User posts, uploads, shares, stores, creates, or otherwise provides through or within the Service, including any content generated, derived, or modified through the AI functionalities or other features of the Service;
<b>DPA</b>	means data processing agreement
<b>Fees</b>	means the fees payable by you for the Services, and any Services provided hereunder, as specified on the Pricing Page;
<b>Force Majeure Event</b>	has the meaning given to it in Clause 14.3;
<b>GDPR</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>IP Rights</b>	means any rights under patent, copyright, database right, trade secret, trademark, whether registered or not, or other intellectual or industrial property laws worldwide, as well as any know-how contained therein or related to the same;
<b>Material Breach</b>	means a substantial failure or violation by a Party in performing its material obligations or complying with

the material provisions of these Terms. A Material Breach occurs when the breaching Party's non-performance or violation materially impairs the other Party's ability to receive the intended benefits or its ability to carry out its functions pursuant to these Terms, including any attributable failure to perform (*toerekenbare tekortkoming*) that would justify dissolution (*ontbinding*) under Dutch law;

<b>Order Form</b>	means a written or electronic ordering document executed by both Parties that references these Terms and specifies the Plan, Fees, Subscription Term, and any other commercial terms applicable to Customer's subscription;
<b>Party or Parties</b>	means both Pigion and Customer;
<b>Plan</b>	means one of the subscription tiers as described on the Pricing Page;
<b>Pricing Page</b>	has the meaning given to it in Clause 5.1.1;
<b>Service</b>	has the meaning given to it in Clause 1.1.1;
<b>Subscription Term</b>	means the period for which you have purchased access to the Service under a Plan;
<b>Third-Party Service</b>	means any third-party software, platforms, integrations, websites, data sources, AI models or tools that interoperate with or are used in connection with the Service, whether or not provided by us; and
<b>User</b>	means any of your employees or contractors that is authorized by you to access and use the Services.

